

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re:

DELORES L. BROWN,

Case No. 22-20924 DEB
Chapter 13

Debtor.

FIFTH AMENDED CHAPTER 13 PLAN

ADDRESS: (1) 4441 Windward Drive (2) _____
Memphis, Tennessee 38109

PLAN PAYMENT:

DEBTOR (1) shall pay \$ 300.00 () weekly, () every two weeks, () semi-monthly, or (X) monthly, by

() PAYROLL DEDUCTION from: _____ OR (X) DIRECT PAY.

FIRST PAYMENT DATE: _____

DEBTOR (2) shall pay \$ _____ () weekly, () every two weeks, () semi-monthly, or () monthly, by

() PAYROLL DEDUCTION from: _____ OR () DIRECT PAY.

FIRST PAYMENT DATE: _____

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] () YES (x) NO

(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION OF THE COLLATERAL FOR THE CLAIM. [See plan provision #7 and #8] () YES (x) NO

(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12] () YES (x) NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: () Included in Plan OR (x) Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT: Paid by () Debtor directly, () Wage Assignment, OR () Trustee to: Monthly Plan Payment:
_____; ongoing Payment begins _____, 2022 \$ _____
Approximate arrearage: \$ _____ \$ _____
_____; ongoing Payment begins _____, 2022 \$ _____
Approximate arrearage: \$ _____ \$ _____

5. PRIORITY CLAIMS:

Amount: _____ \$ _____

Amount: _____ \$ _____

6. HOME MORTGAGE CLAIMS: () Paid directly by Debtor(s); OR (X) Paid by Trustee to: _____ \$ _____
Land Home Financial Services, Inc.; ongoing Payment begins _____, 2022 \$ 210.00
Approximate arrearage: \$ 7,500.00 \$ _____
_____; ongoing Payment begins _____, 2022 \$ _____
Approximate arrearage: \$ _____ \$ _____

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. § 1325(a)(5)]	Value of Collateral:	Rate of Interest:	Monthly Plan Payment:
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. § 1325(a)]

	<u>Value of Collateral:</u>	<u>Rate of Interest:</u>	<u>Monthly Plan Payment:</u>
_____	\$ _____	6.25 %	\$ _____
_____	\$ _____	6.25 %	\$ _____
_____	\$ _____	6.25 %	\$ _____

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:

_____ Collateral: _____
_____ Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

	<u>Amount:</u>	<u>Rate of Interest:</u>	<u>Monthly Plan Payment:</u>
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

_____ () Not provided for OR () General unsecured creditor
_____ () Not provided for OR () General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. § 522(f):

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$ 1,006.00.

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

() _____ %, OR

(X) THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

_____ () Assumes OR () Rejects.
_____ () Assumes OR () Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 36 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Michael Don Harrell
Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

DATE: 11/16/2022